

SERVICE LEVEL AGREEMENT

Parties: _____

Service Provider Information:

Company Name: _____

Registered Address: _____

Contact Person: _____

Phone/Email: _____

Client Information:

Company Name: _____

Registered Address: _____

Contact Person: _____

Phone/Email: _____

Definitions:

In this Agreement, unless the context otherwise requires, the following terms shall have the following meanings: - "Agreement" means this Service Level Agreement including all Schedules and Appendices. - "Service Provider" means the party providing the services under this Agreement. - "Client" means the party receiving the services under this Agreement. - "Services" means the services to be delivered by the Service Provider as specified in Schedule 1. - "Business Day" means any day other than a Saturday, Sunday or public holiday in England and Wales. - "Confidential Information" means all information disclosed by either party to the other, whether orally or in writing, that is designated as confidential or that ought reasonably to be considered confidential.

1. Scope of Services:

The Service Provider shall provide the Services to the Client in accordance with the terms of this Agreement and the specifications detailed in Schedule 1. The Service Provider agrees to perform the Services with all due skill, care, and diligence in accordance with best industry practices.

2. Service Levels:

The Service Provider commits to the service levels set out in Schedule 2, including but not limited to availability, performance, and response times. Failure to meet these service levels shall entitle the Client to remedies as provided in this Agreement.

3. Fees and Payment:

The Client shall pay the Service Provider the fees set out in Schedule 3. All fees are exclusive of VAT, which shall be payable by the Client where applicable. Invoices shall be issued monthly in arrears and are payable within 30 days of the invoice date unless otherwise agreed in writing.

4. Term and Termination:

This Agreement shall commence on the date of signing and shall continue for the period set out in Schedule 4 unless terminated earlier in accordance with this Agreement. Either party may terminate this Agreement by providing written notice to the other party if the other party commits a material breach and fails to remedy it within 30 days of notice. Termination shall be without prejudice to any rights or remedies accrued prior to termination.

5. Confidentiality:

Each party shall keep confidential all Confidential Information disclosed to it by the other party and shall not use or disclose such information except for the purposes of performing this Agreement or as required by law.

6. Intellectual Property:

All Intellectual Property Rights owned by either party prior to the commencement of this Agreement shall remain the sole property of that party. Any Intellectual Property Rights arising from the performance of the Services shall be owned by the Service Provider unless expressly assigned in writing.

7. Liability and Indemnity:

Neither party shall be liable to the other for any indirect, incidental, special, or consequential damages, including loss of profits, revenue, or data, arising out of or in connection with this Agreement. The Service Provider's total aggregate liability shall not exceed the fees paid by the Client in the 12 months preceding the event giving rise to the claim. Each party shall indemnify and hold harmless the other against any claims arising from its negligence or breach of this Agreement.

8. Force Majeure:

Neither party shall be liable for any delay or failure to perform its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, pandemics, or governmental actions.

9. Data Protection:

Both parties shall comply with applicable data protection legislation including the UK Data Protection Act 2018 and the UK GDPR. Personal data shall only be processed for the purposes of fulfilling this Agreement and in accordance with the parties' respective privacy policies.

10. Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

11. Entire Agreement:

This Agreement, including all schedules and appendices, constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements relating to its subject matter.

12. Amendments:

No amendment or variation of this Agreement shall be effective unless made in writing and signed by authorised representatives of both parties.

13. Notices:

All notices under this Agreement shall be in writing and shall be delivered by hand, registered post, or email to the addresses specified in this Agreement or such other address as notified in writing.

14. Severability:

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

15. Counterparts:

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SERVICE PROVIDER SIGNATURE

CLIENT SIGNATURE

Signature: _____

Signature: _____

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